

A.G. Contract No. KR96 1604TRN  
ADOT ECS File: JPA 96-90  
Project: STP-950-2  
Tracs: 8 YU 6 H4233 01C  
Section: SR-8B @ SR-280

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF YUMA

THIS AGREEMENT is entered into 15 OCTOBER, 1997  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the City of Yuma, acting by and through its Mayor and City Council, ( the "City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project contemplated by the City involving the reconstruction of Avenue 3E from 40th Street to B-8, the State has requested the City include in their project an intersection improvement project contemplated by the State at SR-8B @ SR-280, including roadway widening, reconstruction of traffic signals, signing and striping, removal and reconstruction of concrete curbs, gutters and sidewalks, and median islands, at an estimated cost to the State of \$520,000.00, hereinafter referred to as the Project.

NO. 21969  
Filed with the Secretary of State  
Date Filed: 10/15/97  
Betty Gayles  
Secretary of State

By: Wicky Greenwald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards Project design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Provide the State design review copies at the 30%, 60% and 95% level of completion. Incorporate State review comments.

b. Call for bids, and after bid opening but prior to Project construction contract award, invoice the State for the reasonable direct actual cost of the Project, with no profit or fee, in an amount estimated at \$520,000.00. Upon receipt of funds from the State, award a Project construction contract, administer same and make all payments to the contractor(s). Confer with the State on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the City on the City's project.

c. Upon completion, and with the concurrence of the State, approve and accept the Project as complete, and provide maintenance outside the State right-of-way, except for sidewalks, which shall be maintained by the City within or without the State right-of-way. Provide electric energy to operate the Project traffic signals.

2. The State will:

a. Review the design documents and provide timely comments.

b. Retain the right to cancel the Project after bid opening in the event of excessive cost.

c. Provide the City and the City's contractor construction oversight and consultation during construction at no cost. Be responsible for any Project contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Advance the City funds in the amount of the low responsive responsible bid, in an amount currently estimated at \$520,000.00, within 30 days after receipt and approval of an invoice.

e. Upon completion and acceptance by the City, provide maintenance inside the State right-of-way, except for sidewalks. Provide maintenance to the Project traffic signals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 222  
Phoenix, AZ. 85007

City of Yuma  
City Administrator  
180 West 1st Street  
Yuma, AZ. 85364

7. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. There are no third-party beneficiaries. Neither the City nor the State assume any of the duties owed to the public by the other.

8. Attached hereto is the written determination of each party's legal council that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF YUMA

STATE OF ARIZONA  
Department of Transportation

By Joyce A. Wilson  
JOYCE A. WILSON  
City Administrator

By A. Wayne Collins  
A. WAYNE COLLINS  
Deputy State Engineer


ATTEST

By Carrie E. Fassil  
CARRIE FASSIL  
City Clerk

RESOLUTION

BE IT RESOLVED on this 24th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of defining responsibilities for the design, construction and maintenance of intersection improvements to SR-B8 @ SR-280.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

**MINUTES  
REGULAR MEETING  
CITY COUNCIL  
CITY OF YUMA, ARIZONA  
COUNCIL CHAMBERS, CITY HALL  
July 23, 1997  
5:30 p.m.**

**CALL TO ORDER**

The City Council was called to order by **Mayor Young**. **Michael Wintz**, local Presbyterian pastor, gave the invocation. **Steiert** led Council in the Pledge of Allegiance.

**ROLL CALL**

Councilmembers Present:	White, Steiert, Schuman, Irr, Hill, Everett, and Young
Councilmembers Absent:	none
Staffmembers Present:	City Administrator, Joyce Wilson Director of Public Works, Larry Hunt Director of Materials Management, Barbara Legan Director of Finance, Bob Stull Director of Parks and Recreation, Steve Bills Aquatics Crew Chief, Mark Hutchins City Attorney, Steve Moore Assistant City Attorney, Ray Urias Assistant Director of Community Development, John Curts Deputy City Clerk, Brigitta K. Stanz

**MAYORAL PROCLAMATIONS AND AWARDS**

**Hunt** recognized Ben Flores and Ray Garcia, Solid Waste Equipment Operators, for winning awards in the state and national Solid Waste Association of North America equipment operation competition. Ben Flores won first place in the Residential Side Loader and Ray Garcia took fifth place in the Front Commercial Loader in the national competition.

**I. CONSENT AGENDA**

**Motion (Irr /Hill):** To approve the Consent Agenda as presented with the exception of item B.3 which was pulled for separate consideration. Voice vote: passed 7-0.

A. Minutes of the Special Council Meeting of June 17, 1997.

9. 1997 Community Development Block Grant (CDBG) Subrecipient Agreement for the Housing Authority of the City of Yuma (HACY) for City of Yuma funding in the amount of \$24,000 per 1997 CDBG Year Plan. (DCD/PNS)
10. Intergovernmental Agreement with the State of Arizona, Dept. of Transportation (ADOT) for traffic signal installation and various improvements at 32nd Street (SR-B8) and Avenue 3E and authorize City of Yuma fiscal participation. (AG Contract KR 96 1604TRN, JPA 96-90) (CIP 5.9502) (DCD/Eng)
11. Criminal Justice Enhancement Fund (CJEF) Award Agreement with the Arizona Department of Public Safety for a \$30,000 grant to the police department to pay for overtime salaries for bicycle patrol officers. (DPS Contract 97-926) (Pol)
12. License Agreement for installation and operation of an 800 MHz bi-directional antenna system at Yuma Regional Medical Center (YRMC). (BSS)
13. Redevelopment Agreement with Greater Yuma Economic Development Corporation (GYEDC) for the CallTask Project on Main Street. (per ARS 36-1471) (DCD)
14. Final Subdivision Plat approval of Sierra Sunset Unit 9, property located at 21st Street on the east side of Avenue D; applicant: Nicklaus Engineering, Inc., on behalf of Max Hall. (S95-037) (DCD/PNS)
15. Amendment to the Emergency Management Services Intergovernmental Agreement with Yuma County; County's payment not to exceed \$18,347. (Fire/EmMan)
16. Recision of agreement with Industrial Development Authority (IDA) of the City of Yuma for marketing and sale or lease of real property within the Jose Maria Redondo Commerce Center (aka Territorial Commerce Center or Flagship Corridor) for private development. (Adm/Strategic Planning)

#### **ITEMS PULLED FROM THE CONSENT AGENDA**

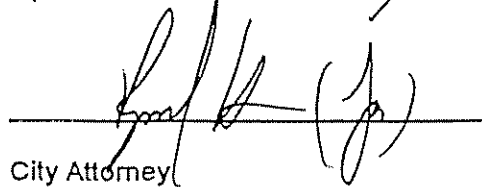
**B.3 Protest Hearing/Bid Award:** Bid 97061 for chlorinators and supplies.

Young opened the Public Hearing at 5:36 p.m. Legan explained the background history of the issue, stating that in 1993 the transporting of liquid chlorine through residential areas became a safety issue. The City found an alternative method of chlorinating swimming pools using chlorinating equipment and chlorine tablets manufactured by PPG. At that time, the only

APPROVAL OF THE CITY OF YUMA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29 day of July, 1996. <sup>97</sup>

  
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City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

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GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-1604TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 7, 1997.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/8079

Enc.